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Receiving No 1884
Date: 12/27/12
Reference: R.12.003 TBD/C.12.971
City Clerk: B Barney, Deputy

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MAPLE VALLEY,
WASHINGTON AND THE MAPLE VALLEY TRANSPORTATION BENEFIT
DISTRICT**

This agreement is between the City of Maple Valley, Washington ("Maple Valley"), and the Maple Valley Transportation Benefit District ("District"), each of whom is organized as a municipal corporation under the laws of the state of Washington.

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act) permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, pursuant to City of Maple Valley Ordinance O-12-515, the District was created for funding the preservation, improvement and maintenance of existing transportation infrastructure; and

WHEREAS, the District has established a \$20 vehicle license fee as authorized by RCW 36.73.065 and through Ordinance O-12-001-TBD, delineated the use of these revenues; and

WHEREAS, the District may exercise its authority to propose and levy other sources of funding to support transportation projects within the District in the future; and

WHEREAS, Maple Valley and the District desire to better coordinate efforts to pursue each municipal corporation's individual, joint and mutual rights and obligations related to transportation infrastructure within the corporate limits of the City of Maple Valley;

NOW THEREFORE,

The parties have entered into this agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act.

1. Purpose and Interpretation. The City of Maple Valley is empowered by Chapter 35A.47 RCW to improve, maintain and protect public ways; and is further empowered by Chapter 36.73 to form a transportation benefit District. The District has been created in accordance with state law to provide a source of funding to fund the improvement, maintenance and preservation of transportation facilities that benefit the electors of the District. The District's governing board consists of City Council members serving in an ex officio capacity, acting independently. In order to make the most efficient use of public funds, to avoid duplication of effort and to coordinate their efforts, the parties have entered into this agreement. In the event that any

provision of this agreement is held to be in conflict with existing state statute or any future amendment thereof, such provisions shall be severable, and the remaining provisions of this agreement shall remain in full force and effect.

2. Obligations of the District. In accordance with the requirements of Chapter 36.73 RCW, City of Maple Valley Ordinances O-12-515, and O-12-516 and O-12-001-TBD, the District Board agrees to:

2.1 Provide to the City of Maple Valley, upon receipt of an invoice, and all supporting documentation, reimbursement for projects identified in O-12-001-TBD, as written or hereafter amended.

2.2 Continue the annual provision of funding for the projects approved by the District Board, so long as the District remains in existence. Such funding shall be in accordance with and limited by the provisions of Ordinance O-12-001-TBD, as written or hereafter amended.

2.3 Convene in public session pursuant to Ordinance O-12-516, and the District's adopted Rules of Procedure, as necessary, in order to review, consider and approve transportation projects, District policies and other matters related to the District.

2.4 Complete an annual report in compliance with RCW 36.73.160(2).

3. Obligations of the City of Maple Valley. Maple Valley shall:

3.1 Provide all staff and necessary related support to the District. The costs of such support may be charged to the District as part of Maple Valley's invoices delivered to the District for reimbursement. Staffing shall be provided as necessary to support the District Board in complying with state law including public meeting requirements, public notice requirements, records retention and archival policies as outlined in law and ordinance, and the District's adopted rules of procedure.

3.2 Maintain financial records, kept in accordance with generally accepted accounting practice and governmental accounting requirements, as necessary, to document that any and all funding received through the District is used only for the projects authorized by Ordinance O-12-001-TBD, as written or hereafter amended.

3.3 Immediately alert the District of any material changes in scope, schedule or cost increases of 20% or greater to improvements funded in part or whole with District funds, consistent with R-12-004-TBD, as written or hereafter amended.

3.4 Utilize funding provided for projects identified in O-12-001-TBD, as written or hereafter amended.

3.5 Provide services to the District, including but not limited to the following:

3.5.1

- a) preparation of an annual budget for District revenues for consideration by the District Board, consistent with the project list identified in O-12-001-TBD, as written or hereafter amended;
- b) preparation of an annual report documenting status of transportation project costs, expenditures, revenues, and construction schedules, pursuant to RCW 36.73.160(2), as written or hereafter amended;
- c) staffing to implement the projects identified in the District annual budget as adopted; and
- d) necessary staffing support to the District, including legal services.

4. Ownership. Streets and related transportation infrastructure improved, preserved and maintained with District funds are and shall remain the property of the City of Maple Valley. No joint property ownership is contemplated under the terms of this agreement.

5. No Joint Board. No provision is made for a joint board. The District shall exercise its functions in accordance with law and pursuant to this agreement.

6. Termination. This agreement shall terminate or expire as follows:

6.1 This agreement may be terminated by either party upon the provision of one hundred and eighty (180) calendar days' notice of an intent to terminate. A final reconciliation of costs, final payment, and a report of completed activities shall be delivered by Maple Valley to the District within such period following the notice by either party of intent to terminate.

6.2 Unless sooner terminated by either party, this agreement shall expire on the date when the District is automatically dissolved in accordance with provisions of Chapter 36.73 RCW and City of Maple Valley Ordinance O-12-515, as the same exists or is hereafter amended.

7. Effective Date. This agreement shall be effective upon the last authorizing signature affixed hereto.

IN WITNESS WHEREOF, the parties below have executed this agreement.

CITY OF MAPLE VALLEY

MAPLE VALLEY TRANSPORTATION
BENEFIT DISTRICT

David W. Johnston, City Manager

Date

12/13/2012

Noel T. Gerken, Board President

Date

12-19-12

ATTEST:

Shaunna Lee-Rice, Board Clerk

Approved as to form:

Christy A. Todd, Board Attorney

2038
11/20/2013
C. 12.971 TBD
R. 13.955
R-13.005 TBD
BBarney
Deputy

**AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY OF MAPLE
VALLEY, WASHINGTON AND THE MAPLE VALLEY TRANSPORTATION
BENEFIT DISTRICT**

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WHEREAS, the District has established a \$20 vehicle license fee as authorized by RCW 36.73.065 and through Ordinance O-12-001-TBD, delineated the use of these revenues; and

WHEREAS, the District may exercise its authority to propose and levy other sources of funding to support transportation projects within the District in the future; and

WHEREAS, Maple Valley and the District desire to better coordinate efforts to pursue each municipal corporation's individual, joint and mutual rights and obligations related to transportation infrastructure within the corporate limits of the City of Maple Valley;

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provision of this agreement is held to be in conflict with existing state statute or any future amendment thereof, such provisions shall be severable, and the remaining provisions of this agreement shall remain in full force and effect.

2. Obligations of the District. In accordance with the requirements of Chapter 36.73 RCW, City of Maple Valley Ordinances O-12-515, and O-12-516 and O-12-001-TBD, the District Board agrees to:

2.1 Provide to the City of Maple Valley all funding received from any and all lawful sources that the District, in its sole discretion, may collect for projects identified in O-12-001-TBD, as written or hereafter amended.

2.2 Continue the annual provision of funding for the projects approved by the District Board, so long as the District remains in existence. Such funding shall be in accordance with and limited by the provisions of Ordinance O-12-001-TBD, as written or hereafter amended.

2.3 Convene in public session pursuant to Ordinance O-12-516, and the District's adopted Rules of Procedure, as necessary, in order to review, consider and approve transportation projects, District policies and other matters related to the District.

2.4 Complete an annual report in compliance with RCW 36.73.160(2).

2.5 Direct the Maple Valley Finance Director to account for the receipt and disbursement of District resources through a special revenue fund of Maple Valley.

3. Obligations of the City of Maple Valley. Maple Valley shall:

3.1 Provide all staff and necessary related support to the District. The costs of such support shall be accounted for as a part of Maple Valley's annual report to the District and may be charged to the District as part of Maple Valley's invoices delivered to the District for reimbursement. Staffing shall be provided as necessary to support the District Board in complying with state law including public meeting requirements, public notice requirements, records retention and archival policies as outlined in law and ordinance, and the District's adopted rules of procedure.

3.2 Maintain financial records, kept in accordance with generally accepted accounting practice and governmental accounting requirements, as necessary, to document that any and all funding received through the District is used only for the projects authorized by Ordinance O-12-001-TBD, as written or hereafter amended.

3.3 Immediately alert the District of any material changes in scope, schedule or cost increases of 20% or greater to improvements funded in part or whole with District funds, consistent with R-12-004-TBD, as written or hereafter amended.

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3.5 Provide services to the District, including but not limited to the following:

3.5.1

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- b) preparation of an annual report documenting status of transportation project costs, expenditures, revenues, and construction schedules, pursuant to RCW 36.73.160(2), as written or hereafter amended;
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4. Ownership. Streets and related transportation infrastructure improved, preserved and maintained with District funds are and shall remain the property of the City of Maple Valley. No joint property ownership is contemplated under the terms of this agreement.

5. No Joint Board. No provision is made for a joint board. The District shall exercise its functions in accordance with law and pursuant to this agreement.

6. Insurance; Indemnity.

6.1 The parties agree to participate in the Washington Cities Insurance Authority (WCIA) insurance pool in accordance with their respective interlocal agreements with the WCIA. The cost of such insurance shall be borne by the District through the license fee and any other revenue source levied by the District.

6.2 Each party agrees to indemnify and hold harmless the other party, its officers, agents, employees, and volunteers from any claim, loss, or liability arising from or out of the party's negligent, tortious, or illegal actions under this agreement.

7. Termination. This agreement shall terminate or expire as follows:


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7.2 Unless sooner terminated by either party, this agreement shall expire on the date when the District is automatically dissolved in accordance with provisions of Chapter 36.73 RCW and City of Maple Valley Ordinance O-12-515, as the same exists or is hereafter amended.

8. Effective Date. This agreement shall be effective upon the last authorizing signature affixed hereto.

IN WITNESS WHEREOF, the parties below have executed this agreement.

CITY OF MAPLE VALLEY



David W. Johnston, City Manager

11/5/2013
Date

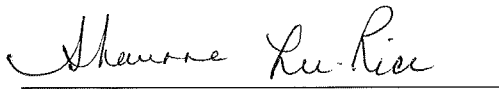
MAPLE VALLEY TRANSPORTATION
BENEFIT DISTRICT



Noel T. Gerken, Board President

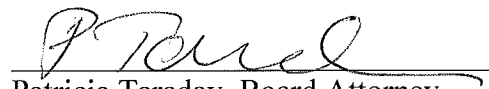
11-4-13
Date

ATTEST:



Shaunna Lee-Rice, Board Clerk

Approved as to form:



Patricia Taraday, Board Attorney